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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

|                                                                          |   |                           |
|--------------------------------------------------------------------------|---|---------------------------|
| In re Application of                                                     | : | Customer Number: 46320    |
|                                                                          | : |                           |
| Imaddin ALBAZZ, et al.                                                   | : | Confirmation Number: 3924 |
|                                                                          | : |                           |
| Application No.: 09/972,403                                              | : | Group Art Unit: 3629      |
|                                                                          | : |                           |
| Filed: October 5, 2001                                                   | : | Examiner: M. Meyers       |
|                                                                          | : |                           |
| For: SYSTEM AND METHOD FOR WORKFLOW CONTROL OF CONTRACTUAL<br>ACTIVITIES |   |                           |

**APPEAL BRIEF**

Mail Stop Appeal Brief - Patents  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This Appeal Brief is submitted in support of the Notice of Appeal filed March 13, 2008, and in response to the Notice of Non-Compliant Appeal Brief dated March 18, 2008, wherein Appellants appeal from the Examiner's rejection of claims 1, 3, 5-11, 13-19, 21-25, 27, 29-35, and 37-40.

**I. REAL PARTY IN INTEREST**

This application is assigned to IBM Corporation by assignment recorded on October 5, 2001, at Reel 012242, Frame 0776.

**II. RELATED APPEALS AND INTERFERENCES**

Appellants are unaware of any related appeals and interferences.

### **III. STATUS OF CLAIMS**

Claims 1, 3, 5-11, 13-19, 21-25, 27, 29-35, and 37-40 are pending and two-times rejected in this Application. Claims 2, 4, 12, 20, 26, 28, and 36 have been cancelled. It is from the multiple rejections of claims 1, 3, 5-11, 13-19, 21-25, 27, 29-35, and 37-40 that this Appeal is taken.

### **IV. STATUS OF AMENDMENTS**

The claims have not been amended subsequent to the imposition of the Second and Final Office Action dated December 13, 2007 (hereinafter the Second Office Action).

### **V. SUMMARY OF CLAIMED SUBJECT MATTER**

1 Referring to Figure 8 and also to independent claim 1, a system for workflow control of  
2 contractual activities under a contract comprising a predefined set of terms and conditions is  
3 disclosed. The system includes a computer and a communication interface. Referring to Fig. 10,  
4 the computer stores the contract terms and conditions, references information, and references the  
5 terms and conditions of the contract to process the information and generate a user interface in  
6 response (page 22, line 20 through page 23, line 2). The communications interface  
7 communicates the user interfaces to a contracting party, and the user interface displays selected  
8 information based on terms and conditions in the contract (page 22, line 20 through page 23, line  
9 2). Referring to Figures 3 and 9, the contract is generated by as follows. At least one  
10 compilation of business rules comprising a plurality of rules available to be selected for inclusion  
11 in the contract is stored (page 13, lines 8-17). At least one terms and conditions set containing  
12 parameters corresponding to selected rules from the compilation of business rules are stored

(page 17, lines 9-19). Links are generated between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (page 21, lines 1-5). The compilation of business rules, the terms and conditions set and the links are interlocked to lock the contract (page 21, lines 6-10; page 25, lines 1-7).

Referring to independent claim 9, a method of workflow control of contractual activities under a contract comprising a predefined set of terms and conditions is disclosed. Referring to Fig. 10, the contract terms and conditions are stored, information is received, and the terms and conditions of the contract are referenced to process the information and generate user interfaces in response (page 22, line 20 through page 23, line 2). The user interface is communicated to a contracting party (page 22, line 20 through page 23, line 2). Referring to Figures 3 and 9, the contract is generated by as follows. At least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract is stored (page 13, lines 8-17). At least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules are stored (page 17, lines 9-19). Links are generated between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract (page 21, lines 1-5). The compilation of business rules, the terms and conditions set and the links are interlocked to lock the contract (page 21, lines 6-10; page 25, lines 1-7).

Referring to independent claim 17, a computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for workflow control of contractual activities under a contract comprising a predefined set of terms and conditions is disclosed. Referring to Fig. 10, the contract terms and conditions are stored, information is received, and the terms and

1 conditions of the contract are referenced to process the information and generate user interfaces  
2 in response (page 22, line 20 through page 23, line 2). The user interfaces is communicated to a  
3 contracting party (page 22, line 20 through page 23, line 2). Referring to Figures 3 and 9, the  
4 contract is generated by as follows. At least one compilation of business rules comprising a  
5 plurality of rules available to be selected for inclusion in the contract is stored (page 13, lines 8-  
6 17). At least one terms and conditions set containing parameters corresponding to selected rules  
7 from the compilation of business rules are stored (page 17, lines 9-19). Links are generated  
8 between the compilation of business rules and the terms and conditions set to generate specific  
9 terms and conditions to be embodied in the contract (page 21, lines 1-5). The compilation of  
10 business rules, the terms and conditions set and the links are interlocked to lock the contract  
11 (page 21, lines 6-10; page 25, lines 1-7).

12 Referring to independent claim 25, a processing system for workflow control of  
13 contractual activities under a contract comprising a predefined set of terms and conditions is  
14 disclosed. Referring to Fig. 10, a storage module stores the contract terms and conditions; a  
15 receiving module receives information; a reference module references the terms and conditions  
16 of the contract to process the information and generate a user interface in response; the  
17 communications interface communicates the user interfaces to a contracting party; and the user  
18 interface displays selected information based on terms and conditions in the contract (page 22,  
19 line 20 through page 23, line 2). Referring to Figures 3 and 9, the contract is generated by as  
20 follows. At least one compilation of business rules comprising a plurality of rules available to be  
21 selected for inclusion in the contract is stored (page 13, lines 8-17). At least one terms and  
22 conditions set containing parameters corresponding to selected rules from the compilation of  
23 business rules are stored (page 17, lines 9-19). Links are generated between the compilation of

1 business rules and the terms and conditions set to generate specific terms and conditions to be  
2 embodied in the contract (page 21, lines 1-5). The compilation of business rules, the terms and  
3 conditions set and the links are interlocked to lock the contract (page 21, lines 6-10; page 25,  
4 lines 1-7).

5 Referring to independent claim 33, a program product for use with a computer having  
6 computer readable program code for workflow control of contractual activities under a contract  
7 comprising a predefined set of terms and conditions is disclosed. Referring to Fig. 10, the  
8 contract terms and conditions are stored, information is received, and the terms and conditions of  
9 the contract are referenced to process the information and generate user interfaces in response  
10 (page 22, line 20 through page 23, line 2). The user interfaces is communicated to a contracting  
11 party (page 22, line 20 through page 23, line 2). Referring to Figures 3 and 9, the contract is  
12 generated by as follows. At least one compilation of business rules comprising a plurality of  
13 rules available to be selected for inclusion in the contract is stored (page 13, lines 8-17). At least  
14 one terms and conditions set containing parameters corresponding to selected rules from the  
15 compilation of business rules are stored (page 17, lines 9-19). Links are generated between the  
16 compilation of business rules and the terms and conditions set to generate specific terms and  
17 conditions to be embodied in the contract (page 21, lines 1-5). The compilation of business  
18 rules, the terms and conditions set and the links are interlocked to lock the contract (page 21,  
19 lines 6-10; page 25, lines 1-7).

## **VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL**

1. Claims 1, 3, 5-11, 13-19, 21-25, 27, 29-35, and 37-40 were rejected under 35 U.S.C. §  
102 for anticipation based upon Conklin et al., U.S. Patent No. 6,338,050 (hereinafter Conklin).

**VII. ARGUMENT**

**THE REJECTION OF CLAIMS 1, 3, 5-11, 13-19, 21-25, 27, 29-35, AND 37-40 UNDER 35 U.S.C. § 102 FOR ANTICIPATION BASED UPON CONKLIN**

For convenience of the Honorable Board in addressing the rejections, claims 3, 5-11, 13-19, 21-25, 27, 29-35, and 37-40 stand or fall together with independent claim 1.

As is evident from Appellants' previously-presented comments during prosecution of the present Application and from Appellants' comments below, there are questions as to how the limitations in the claims correspond to features in the applied prior art. In this regard, reference is made to M.P.E.P. § 1207.02, entitled "Contents of Examiner's Answer." Specifically, the following is stated:

(A) CONTENT REQUIREMENTS FOR EXAMINER'S ANSWER. The examiner's answer is required to include, under appropriate headings, in the order indicated, the following items:

...

(9)(e) For each rejection under 35 U.S.C. 102 or 103 where there are questions as to how limitations in the claims correspond to features in the prior art even after the examiner complies with the requirements of paragraphs (c) and (d) of this section, the examiner must compare at least one of the rejected claims feature by feature with the prior art relied on in the rejection. The comparison must align the language of the claim side-by-side with a reference to the specific page, line number, drawing reference number, and quotation from the prior art, as appropriate. (emphasis added)

Therefore, if the Examiner is to maintain the present rejections and intends to file an Examiner's Answer, the Examiner is required to include the aforementioned section in the Examiner's Answer.

The factual determination of anticipation under 35 U.S.C. § 102 requires the identical disclosure, either explicitly or inherently, of each element of a claimed invention in a single

reference.<sup>1</sup> Moreover, the anticipating prior art reference must describe the recited invention with sufficient clarity and detail to establish that the claimed limitations existed in the prior art and that such existence would be recognized by one having ordinary skill in the art.<sup>2</sup> As part of this analysis, the Examiner must (a) identify the elements of the claims, (b) determine the meaning of the elements in light of the specification and prosecution history, and (c) identify corresponding elements disclosed in the allegedly anticipating reference.<sup>3</sup> This burden has not been met.

At the outset, Appellants note that independent claims 1, 9, 17, 25, and 33 have been amended to respectively include the limitations previously presented in claims 4, 12, 20, 28, and 36. Specifically claims 4, 12, 20, 28, and 36 each recite the following limitations:

the contract is generated by:

storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

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<sup>1</sup> In re Rijckaert, 9 F.3d 1531, 28 USPQ2d 1955 (Fed. Cir. 1993); Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989); Perkin-Elmer Corp. v. Computervision Corp., 732 F.2d 888, 894, 221 USPQ 669, 673 (Fed. Cir. 1984).

<sup>2</sup> See In re Spada, 911 F.2d 705, 708, 15 USPQ 1655, 1657 (Fed. Cir. 1990); Diversitech Corp. v. Century Steps, Inc., 850 F.2d 675, 678, 7 USPQ2d 1315, 1317 (Fed. Cir. 1988).

<sup>3</sup> Lindermann Maschinenfabrik GMBH v. American Hoist & Derrick Co., 730 F.2d 1452, 221 USPQ 481 (Fed. Cir. 1984).

On page 4 of the First Office Action, to teach all of the above-reproduced limitations, the Examiner asserted the following:

(Conklin Col. 19, lines 38-56, "Sponsor 06 also monitors activity, collects fees, establishes standards or rules (or both) for the community, and promotes successes.").

For ease of reference, column 19, lines 38-56 is reproduced below:

The sponsor processes of FIG. 1g include maintaining databases, registering community and seller domain names, and submitting Web uniform resource locators (URLs) to multiple search engines so that both the community Website and each seller Website within it can be found by search engines such as Compaq's ALTAVISTA.TM. among others. Sponsor 06 also monitors activity, collects fees, establishes standards or rules (or both) for the community, and promotes successes. Once a deal is concluded it is archived 68, by multivariate negotiations engine 212 on behalf of seller. The present invention also allows the collection and analysis of direct e-mail demographic information, such as company name, title and location. This data helps the present invention screen out frivolous or fraudulent inquirers. For example, a high school student attempting to propose an order might be intercepted when the present invention determines that no company name or title has been provided and no other authorization for such a request has been provided for.

Appellants respectfully disagree with the Examiner's analysis. In this regard, Appellants note the Examiner's rejection under 35 U.S.C. § 102 fails to comply with 37 C.F.R. § 1.104(c).<sup>4</sup> Although broadly identifying in Conklin where the Examiner believes the claimed limitations are disclosed, the manner in which the Examiner conveyed the statement of the rejection, however, has not "designated as nearly as practicable" the particular parts in Conklin being relied upon in the rejection.

For example, as claimed, the contract is generated is two separate storing steps: a generating step, and an interlocking step. However, the Examiner's cited passage is silent as to these specific limitations. Thus, the Examiner has failed to establish that Conklin identically

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<sup>4</sup> 37 C.F.R. § 1.104(c) provides:

In rejecting claims for want of novelty or for obviousness, the examiner must cite the best references at his or her command. When a reference is complex or shows or describes inventions other than that claimed by the applicant, the particular part relied on must be designated as nearly as practicable. The pertinence of each reference, if not apparent, must be clearly explained and each rejected claim specified.

discloses the claimed invention, as recited in independent claims 1, 9, 17, 25, and 33, within the meaning of 35 U.S.C. § 102.

The above-reproduced arguments were previously presented on pages 12-14 of the Amendment dated September 28, 2007 (hereinafter the First Amendment). The Examiner responded to these arguments on pages 6-8 of the Second Office Action in the "Response to Arguments" section. For ease of reference, the Examiner's comments are reproduced below. Initially, the Examiner asserted the following:

Examiner cites particular columns and line numbers in the references as applied to the claims for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the applicant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

The above-reproduced passage is commonly found in Office Actions. Although not present in this instances, this passage is also commonly found in conjunction to a citation to M.P.E.P. § 2123 for the proposition that a references are "relevant for all they contain." However, like most instances in which this phrase is employed, the Examiner has misused this phrase. In particular, although a reference may be relevant for all that it contains, the Examiner still has the burden of identifying, within the prior art, those specific teachings the Examiner is relying upon to identically disclose each of the claimed limitations.

The Examiner cannot simply dispense with the specificity requirements by noting that a reference is relevant for all it contains. The importance of the specificity requirement of 37 C.F.R. § 1.104(c) is evident in M.P.E.P. § 706.07, which states:

1 The examiner should never lose sight of the fact that in every case the applicant is entitled to a full  
2 and fair hearing, and that a clear issue between applicant and examiner should be developed, if  
3 possible, before appeal.  
4

5 A clear issue, however, cannot be developed between Appellants and the Examiner where the  
6 basis for the Examiner's rejection of the claims is ambiguous. The Examiner's "analysis"  
7 provides little insight as to (i) how the Examiner is interpreting the elements of the claims and  
8 (ii) what specific features within Conklin the Examiner believes identically discloses the specific  
9 elements (and interactions between elements) recited in the claims. By failing to specifically  
10 identify those features within Conklin being relied upon in the rejection, the Examiner has  
11 essentially extended Appellants an invitation to engage in mind reading and/or guessing to  
12 determine how the Examiner is interpreting the elements of the claims and what specific features  
13 within Conklin the Examiner believes identically disclose the claimed invention.  
14

15 As noted by the Supreme Court in Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki  
16 Co.,<sup>5</sup> a clear and complete prosecution file record is important in that "[p]rosecution history  
17 estoppel requires that the claims of a patent be interpreted in light of the proceedings in the PTO  
18 during the application process." The Courts that are in a position to review the rejections set  
19 forth by the Examiner (i.e., the Board of Patent Appeals and Interferences, the Federal Circuit,  
20 and the Supreme Court) can only review what has been written in the record; and therefore, the  
21 Examiner must clearly set forth the rationale for the rejection and clearly and particularly point  
22 out those elements within the applied prior art being relied upon by the Examiner in the  
23 statement of the rejection.  
24

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<sup>5</sup> 535 U.S. 722, 122 S.Ct. 1831, 1838, 62 USPQ2d 1705, 1710 (2002).

Essentially, the Examiner is placing the burden on Appellants to establish that Conklin does not disclose the claimed elements based upon Appellants' interpretation of the claims and Appellants' comparison of the claims with the applied prior art. However, this shifting of burden, from the Examiner to Appellants, is premature since the Examiner has not discharged the initial burden of providing a *prima facie* case of anticipation. Appellants also note that any continuing disagreement between Appellants and the Examiner as to whether or not a particular claimed feature is disclosed by Conklin is a direct result of a lack of specificity by the Examiner in the statement of the rejection.

On pages 7 and 8 of the Second Office Action, the Examiner reproduced portions of paragraphs [0025] and [0096] of Appellants' disclosure<sup>6</sup> and asserted the following on page 7 and 8:

With regard to applicant's argument that Conklin does not disclose, "the contract is generated is two separate storing steps, a generating step, and an interlocking step.", the Examiner respectfully disagrees. After a thorough search of applicant's specification, Examiner has found only two references to "interlocking":

[citations to paragraphs [0025] and [0096] of Appellants' disclosure omitted]

neither reference clearly defines "interlocking" differently than an ordinary meaning, found in any dictionary.

[graphical representation of text omitted]

1. To unite or join closely as by hooking or dovetailing.
2. To connect together (parts of a mechanism, for example) so that the individual parts affect each other in motion or operation.

Therefore, when construing the claim consistent with MPEP §2111, Examiner is able to give the claim its broadest reasonable interpretation consistent with the specification. Here, the Examiner interprets "a generating step, and an interlocking" to mean that the rules have been generated and then joined.

The Examiner's "claim construction" suffers from several deficiencies. For ease of reference, the particular limitation at issue is "interlocking the compilation of business rules, the terms and

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<sup>6</sup> The label, by paragraph number, is found in U.S. Patent Publication No. 2002/0046081, which corresponds to the present application.

conditions set and the links to lock the contract" (emphasis added). The Examiner's "thorough" search of Appellants' specification missed paragraph [0095],<sup>7</sup> which is reproduced below:

When final revisions of all contract elements are approved by negotiating parties, all elements are interlocked by the seller contract administration staff to prevent further changes to the contract, as shown in FIG. 8. The contract is locked, for example using conventional digital signature techniques or otherwise, to lock all contract elements including the designated Ts&Cs Set and the Product List Filter, and is registered by the seller's administrator as a signed contract. Thereafter, the Static Elements of the contract may be amended only by mutual agreement between the parties, in the manner illustrated in FIG. 9. (emphasis added)

Referring both to the claim language at issue and to paragraph [0095], the interlocking acts to "lock the contract," which prevents further changes to the contract. In this regard, reference is made to the following dictionary<sup>8</sup> definitions:

*intransitive verb*  
: to become locked together or interconnected  
*transitive verb*  
1 : to lock together : UNITE  
2 : to connect so that the motion or operation of any part is constrained by another.

Based upon these dictionary definition; the claimed phrase, *as a whole*; and with Appellants' specification, Appellants' position is that one having ordinary skill in the art would not interpret "interlocking" to merely mean "joined," as alleged by the Examiner. Instead, one having ordinary skill in the art would have read the term "interlocking" in conjunction with the phrase "to lock the contract." Moreover, comparable to when two objects become interlocked so that one prevents movement of the other, the interlocking of the compilation of business rules, the terms and conditions set and the link locks this compilation of contract elements to prevent movement (i.e., changes) to the compilation of contract elements. Thus, Appellants respectfully submit that the Examiner has relied upon a flawed claim construction.

<sup>7</sup> Paragraph [0095] also corresponds to lines 1-7 on page 25 of Appellants' disclosure.

<sup>8</sup> <http://www.merriam-webster.com/dictionary/interlock>.

Moreover, Appellants note that the Examiner's own claim construction is overly broad based upon the Examiner's own dictionary definition. The Examiner cites to two different dictionary entries. However, the first entry is inappropriate since this definition refers to physical joining (i.e., by hooking or dovetailing), which is not comparable to the language of the claims. The Examiner's second definition does not simply refer to "joining" but to joining "so that the individual parts affect each other in motion or operation." The Examiner's analysis, however, is silent as to the "so that the individual parts affect each other in motion or operation."

Since the Examiner's analysis is based upon a flawed claim construction, Appellants respectfully submit that the Examiner has failed to establish that Conklin identically discloses all of the claimed limitations. Moreover, Appellants note that the Examiner has still failed to specifically identify, within the applied prior art, teachings allegedly identically disclosing each of the claimed limitations recited in claim 1. Appellants, therefore, respectfully submit that the imposed rejection of claims 1, 3, 5-11, 13-19, 21-25, 27, 29-35, and 37-40 under 35 U.S.C. § 102 for anticipation based upon Conklin is not factually viable.

#### Conclusion

Based upon the foregoing, Appellants respectfully submit that the Examiner's rejection under 35 U.S.C. § 102 based upon the applied prior art is not viable. Appellants, therefore, respectfully solicit the Honorable Board to reverse the Examiner's rejections under 35 U.S.C. § 102.

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To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortage in fees due under 37 C.F.R. §§ 1.17, 41.20, and in connection with the filing of this paper, including extension of time fees, to Deposit Account 09-0461, and please credit any excess fees to such deposit account.

Date: April 3, 2008

Respectfully submitted,

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CUSTOMER NUMBER 46320

## **VIII. CLAIMS APPENDIX**

1. A system for workflow control of contractual activities under a contract comprising a predefined set of terms and conditions, comprising

a computer for storing the contract terms and conditions, receiving information, and referencing the terms and conditions of the contract to process the information and generate a user interface in response, and

a communications interface for communicating the user interfaces to a contracting party, wherein

the user interface displays selected information based on terms and conditions in the contract, and

the contract is generated by:

storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

3. The system as defined in claim 1 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the communications interface displays a filtered product list comprising a subset of products from a master product list.

5. The system as defined in claim 1 in which the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products.

6. The system as defined in claim 5 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

7. The system as defined in claim 5 in which the contract comprises dynamic elements which can be unilaterally altered by a contracting party.

8. The system as defined in claim 7 in which the product list filter is a dynamic element.

9. A method of workflow control of contractual activities under a contract comprising a predefined set of terms and conditions, comprising the steps of:

a. storing the contract terms and conditions, receiving information, and referencing the terms and conditions of the contract to process the information and generate user interfaces in response, and

b. communicating a user interface to a contracting party, wherein the contract is generated by

storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

10. The method as defined in claim 9 in which the user interface displays selected information based on terms and conditions in the contract.

11. The method as defined in claim 9 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the user interface displays a filtered product list comprising a subset of products from a master product list.

13. The method as defined in claim 9 including the further steps of storing at least one product list filter for generating a list of a specified subset of products from a master list of

products, and generating links between the product list filter, the terms and conditions set and the master list of products.

14. The method as defined in claim 13 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

15. The method as defined in claim 13 in which the contract comprises dynamic elements which can be unilaterally altered by a contracting party.

16. The method as defined in claim 15 in which the product list filter is a dynamic element.

17. A computer program product for use with a computer, the computer program product comprising a computer usable medium having computer readable program code embodied in said medium for workflow control of contractual activities under a contract comprising a predefined set of terms and conditions, said computer program product having

a. computer readable program code for storing the contract terms and conditions, receiving information, and referencing the terms and conditions of the contract to process the information and generate user interfaces in response, and

b. computer readable program code for communicating the user interfaces to a contracting party, wherein

the contract is generated by

storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

18. The computer program product as defined in claim 17 in which the user interface displays selected information based on terms and conditions in the contract.

19. The computer program product as defined in claim 17 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the user interface displays a filtered product list comprising a subset of products from a master product list.

21. The computer program product as defined in claim 17 including the further steps of storing at least one product list filter for generating a list of a specified subset of products from a master list of products, and generating links between the product list filter, the terms and conditions set and the master list of products.

22. The computer program product as defined in claim 21 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

23. The computer program product as defined in claim 21 in which the contract comprises dynamic elements which can be unilaterally altered by a contracting party.

24. The computer program product as defined in claim 23 in which the product list filter is a dynamic element.

25. A processing system for workflow control of contractual activities under a contract comprising a predefined set of terms and conditions, comprising:

a storage module for storing the contract terms and conditions,

a receiving module for receiving information,

a reference module for referencing the terms and conditions of the contract to process the information and generate a user interface in response, and

a communications interface for communicating the user interfaces to a contracting party, wherein

the user interface displays selected information based on terms and conditions in the contract, and

the contract is generated by

storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

27. The system as defined in claim 25 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the user interface displays a filtered product list comprising a subset of products from a master product list.

29. The system as defined in claim 25 further including at least one product list filter means for generating a list of a specified subset of products from a master list of products, and links between the product list filter, the terms and conditions set and the master list of products.

30. The system as defined in claim 29 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

31. The system as defined in claim 28 in which the contract comprises dynamic elements which can be unilaterally altered by a contracting party.

32. The system as defined in claim 31 in which the product list filter is a dynamic element.

33. A program product for use with a computer having computer readable program code for workflow control of contractual activities under a contract comprising a predefined set of terms and conditions, the program product comprising:

a. computer readable program code for storing the contract terms and conditions, receiving information, and referencing the terms and conditions of the contract to process the information and generate a user interfaces in response, and

b. computer readable program code for communicating the user interfaces to a contracting party, wherein

the contract is generated by

storing at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract, and

interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract.

34. The program product as defined in claim 33 in which the user interface displays selected information based on terms and conditions in the contract.

35. The program product as defined in claim 33 in which the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and the user interface displays a filtered product list comprising a subset of products from a master product list.

37. The program product as defined in claim 33 including at least one product list filter, computer readable program code for generating a list of a specified subset of products from a master list of products, and computer readable program code for generating links between the product list filter, the terms and conditions set and the master list of products.

38. The program product as defined in claim 37 in which the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products.

39. The program product as defined in claim 37 in which the contract comprises dynamic elements which can be unilaterally altered by a contracting party.

40. The program product as defined in claim 39 in which the product list filter is a dynamic element.

**IX. EVIDENCE APPENDIX**

No evidence submitted pursuant to 37 C.F.R. §§ 1.130, 1.131, or 1.132 of this title or of any other evidence entered by the Examiner has been relied upon by Appellants in this Appeal, and thus no evidence is attached hereto.

**X. RELATED PROCEEDINGS APPENDIX**

Since Appellants are unaware of any related appeals and interferences, no decision rendered by a court or the Board is attached hereto.